

**GROUND LEASE FOR INSTALLATION AND USE OF  
A COMMUNICATIONS TOWER  
AND SUPPORTING EQUIPMENT**

THIS GROUND LEASE FOR INSTALLATION AND USE OF A COMMUNICATIONS TOWER AND SUPPORTING EQUIPMENT (this "Lease") is dated as of Dec. 12, 2022 (the "Effective Date"), and is entered into by and between the CITY OF UPLAND, a California municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Tenant"), each a "Party" and collectively the "Parties."

**RECITALS**

A. City owns the real property described on Exhibit "A", located at Memorial Park, 1290 E. Foothill Boulevard, Upland, CA 91786, in the City of Upland, County of San Bernardino, State of California (the "Property").

B. Tenant desires to lease from City the portions of the Property described on Exhibit "B" ("Primary Leased Premises" or "Premises") for the purpose of a communications facility and obtain appurtenant rights for the duration of this Lease for utility wires/conduits on the area described as "Proposed Utility Trench" on Exhibit "C" ("Conduit Area") and for access over the area depicted on Exhibit "C" ("Access Area").

In consideration of the Recitals set forth above, the terms and conditions of this Lease and other valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **PREMISES; CONDITIONS PRECEDENT.**

1.1 Primary Leased Premises. City hereby leases the Primary Leased Premises to Tenant, and Tenant hereby leases the Primary Leased Premises from City, upon and subject to the terms and conditions hereinafter set forth.

1.2 Conduit Area. City also grants to Tenant during the Lease Term of this Lease a non-exclusive right to use the Conduit Area to connect the Primary Leased Premises with the nearest points of utility service to the Primary Leased Premises, all according to plans and specifications approved in writing in advance by City, not to be unreasonably withheld, conditioned or delayed (subject to Section 34.14 below), and the issuance of any applicable permits. Upon completion of Tenant's initial improvements in the Conduit Area, Tenant, at Tenant's sole cost and expense, shall promptly provide City with as-built drawings of the utility wires, cables, conduits and pipes in the Conduit Area, which drawings shall thereafter define the dimensions and location of the Conduit Area.

1.3 Access Area. City also grants to Tenant during the Lease Term of this Lease the non-exclusive right, of appropriate ingress to and egress from the Primary Leased Premises over and across the Access Area. The City at its sole cost may adjust the Access Area after providing prior written notice to Tenant at least sixty (60) days before the adjustment; provided, however, that the City shall not materially adversely interrupt Tenant's access to the Primary Leased Premises by so doing.

1.4 Premises. The Primary Leased Premises, Conduit Area and the Access Area are collectively referred to herein as the "**Premises.**" Tenant hereby accepts the Premises in their current "AS IS" condition, without representation or warranty, express or implied, and subject to all matters of record.

1.5 CUP Required. To the extent required by applicable law, Tenant agrees to apply for and obtain a conditional use permit ("CUP") to allow the uses of the Premises described in Sections 1.2, 1.3 and 4.1 which will be reviewed and decided by the Planning Commission (subject to appeal to City Council), and if granted, will include conditions ("Conditions of Approval"). If Tenant objects to the Conditions of Approval within thirty (30) days after the City takes final action on the CUP and Conditions of Approval, then Tenant may terminate this Lease with thirty (30) days prior written notice to City. It is understood and agreed that Tenant's ability to use the Premises is contingent upon Tenant obtaining the CUP and complying with all Conditions of Approval and continually maintaining in full force and effect, after the Commencement Date (defined in Section 2.1), the CUP. In the event that the CUP issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by City so that Tenant is unable to use the Premises for its intended purposes, Tenant may terminate this Lease upon ninety (90) days written notice to City, except that those terms that by their nature survive termination such as Tenant's obligations to remove the Communications Facility and restore the Premises, and the indemnity obligation shall survive in accordance with the terms of this Lease.

## 2. TERM.

2.1 Initial Term. This Lease shall be effective as of the Effective Date. The initial term of this Lease shall be for five (5) years (the "**Initial Term**") commencing on the date the CUP is approved and issued to Tenant in a final action by the City (the "**Commencement Date**").

2.2 Extension Terms. Provided Tenant is not in default beyond any applicable cure period under the terms of this Lease, this Lease will automatically renew for four (4) additional five (5) year terms (individually, an "**Extended Term**," and collectively, the "**Extended Terms**") on the same terms and conditions as set forth in this Lease unless Tenant notifies City in writing of Tenant's intention not to renew this Lease at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extended Term.

2.3 Lease Term. The "**Lease Term**" shall mean the Initial Term, any Extended Terms, and any month-to-month tenancy pursuant to Section 29 below.

### 3. RENT.

3.1 Rent. Tenant shall pay to City in advance as "**Rent**," without deduction, setoff, prior notice or demand: (i) within forty-five (45) days after the Commencement Date, the sum of \$38,400.00 for the first year of the Lease Term; and (ii) after said first year of the Lease Term, \$3,312.00 per month on or before the first (1st) day of each calendar month, increasing on each anniversary of the Commencement Date by three and one half percent (3.5%), on a cumulative basis. Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the monthly Rent per day.

3.2 Subletting. Tenant's subletting of any portion of the Premises, or allowing any other person (the employees, agents, servants, and contractors of Tenant excepted), to occupy or use the Premises pursuant to a "colocation" arrangement or otherwise (each such person being a "**Subtenant**" and each such use being a "**Sublease**"), shall require the prior written consent of the Landlord, in its sole and absolute discretion, which may include without limitation any conditions Landlord may impose for Landlord's consent, including but not limited to, Landlord's right to additional rent. Tenant may sublet the Premises only if Landlord consents to such subletting, and only if Tenant agrees to comply with Landlord's conditions for Landlord's consent.

3.3 One Time Payment. Within ninety (90) days after the Commencement Date, Tenant shall pay to City a single one-time payment in the amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) ("**One Time Payment**") payable without offset or deduction by check sent to City's address specified below. The One Time Payment is nonrefundable.

3.4 Address for Payments. Tenant shall deliver all payments due under this Lease to the City at its address for notices under Section 27 below or at such other address or to such other persons as City may from time to time designate in writing.

3.5 Late Payment Charge. Liquidated damages of ten percent (10%) of any Rent or any other required payment to City shall be paid by Tenant if such payment is not paid to City on or before the tenth (10<sup>th</sup>) day after the date on which it is due. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Tenant, which costs are difficult to determine. Acceptance of any late charge by City shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City.

### 4. USE; APPROVALS; IMPROVEMENTS.

4.1 The Premises may be used by Tenant for the purpose of constructing, maintaining and operating the Communications Facility (as defined below). The Conduit Area may be used by Tenant for underground utility connections to the Primary Leased Premises. The Access Area may be used by Tenant for reasonable access to the Primary Leased Premises and to the Conduit Area by Tenant's personnel necessary for and consistent with the authorized uses of the Primary Leased Premises.

(a) "**Communications Facility**" means those certain equipment and structures, such as antennas and microwave dishes, air conditioned equipment shelters and/or base

station equipment, cable, wiring, power sources (including emergency back-up battery), related equipment and structures, walls and fencing, and an antenna support structure, to the extent such equipment and structures are described and depicted on Exhibit "C". Exhibit "C" also sets forth the overall dimensions and physical specifications of such equipment and structures (the "**Specifications**").

4.2 Prior to using the Premises, Tenant shall obtain and maintain all governmental permits and approvals required by any Law, including, without limitation, applications for zoning variances, zoning ordinances, amendments, conditional use permits, special use permits, and construction permits (collectively, "**Governmental Approvals**"). Tenant agrees that neither this Lease nor City's ownership of the Premises shall exempt Tenant from obtaining all such permits and governmental approvals as would be required if the Premises were owned by a private person or entity.

5. COMPLIANCE WITH LAWS. Tenant agrees to comply with all applicable Laws and obtain all required governmental permits and approvals in the exercise of its rights and performance of its obligations under this Lease. "**Laws**" or "**Law**" as used in this Lease means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, Conditions of Approval, certificates, orders, directives, judgments, decrees, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties, the Premises, the operations of Tenant on the Premises or having jurisdiction that is applicable to any aspect of this Lease (including, without limitation, Federal Communications Commission (FCC) Radio Frequency (RF) sign posting requirements, and FCC regulations relating to RF emissions) that are in force on the Effective Date and as they may be enacted, issued or amended during the Lease Term. City shall be entitled to conduct its own testing and/or require Tenant not more than once per year to employ the services of an independent RF Engineer to test RF emission levels attributable to the Communications Facility and to certify Tenant's compliance with this Section 5.

6. ALTERATIONS AND IMPROVEMENTS. Except for the initial construction/installation of the Communications Facility, no alterations, additions, changes or replacements shall be made to the Premises unless and until Tenant first obtains City's written approval, not to be unreasonably withheld, conditioned or delayed (and it shall be reasonable to disapprove if the alteration, addition, change or replacement is unsightly (i.e. inconsistent with the then existing aesthetic appearance)) or increases the dimensions of the Premises; however, City's consent shall not be required for equipment repairs or for replacements with equipment that is of a "like kind" and in substantial conformance with Exhibit "C", and provided, that in the case of replacements, City receives at least ten (10) business days' prior written notice of such replacements together with a written explanation as to how the replacements are "like kind" and provided, further, that such replacements may not increase any overall dimension of the Communications Facility and no additional cabinets, antennas or other additions or expansions shall be permitted. The foregoing shall not affect the obligation of Tenant to obtain any required governmental approvals and permits, including approvals and permits from City in its governmental capacity.

7. CONDITIONS OF CONSTRUCTION.

7.1 All installation and construction work by Tenant on the Premises shall comply with such reasonable rules as City may promulgate in writing from time to time, provided same are subject to, and not inconsistent with, the terms and conditions of this Lease. Further, City will not discriminate in the enforcement thereof as against Tenant.

7.2 Tenant shall give written notice to City at least ten (10) days prior to commencement of any construction. Additionally, Tenant must reasonably schedule all construction work with City staff in order to accommodate events at Memorial Park.

7.3 Installation and construction work shall be accomplished in a good and workmanlike manner and Tenant will minimize danger to persons or property on or near the Property or surrounding properties.

7.4 Once the construction and installation work has begun, Tenant shall prosecute all construction and installations to completion with reasonable diligence.

7.5 All work on the Premises shall be performed in a good and workmanlike manner and shall comply with all applicable Laws.

7.6 Tenant shall not perform non-emergency work before seven (7:00) a.m. or after six (6:00) p.m., Monday through Friday of each week and not at any time on Saturday and Sunday.

8. SIGNS. Except for signs required to be placed on the Premises under applicable Laws, Tenant shall not, without City Manager's prior written approval, in its sole and absolute discretion, install or affix any advertising signs, other signs, lettering, placards or the like on the improvements made by Tenant, or on the Premises or on the Property.

9. UTILITIES AND SERVICES. Tenant shall make all arrangements for and directly pay for all utilities and services furnished to or used by it, including, without limitation, electricity, gas, water and telephone service (if any), and for all connection charges. Tenant shall install, at Tenant's sole cost and expense, a separate meter for each utility it utilizes.

10. MAINTENANCE.

10.1 Tenant, at its sole cost and expense, shall at all times maintain in good order, condition, cleanliness, and repair, reasonable wear and tear excepted, any improvements and landscaping installed or made by Tenant pursuant to this Lease, including on the Primary Leased Premises, or the Conduit Area, including, without limitation, all electrical facilities, and all equipment installed by Tenant within the Primary Leased Premises or Conduit Area.

10.2 Tenant shall not store any equipment, parts, trash, or anything else outside of any structures.

10.3 Tenant shall, at its sole cost and expense, promptly repair any damage to the Property and Premises caused by Tenant or its subtenants, co-locators, contractors, or agents.

10.4 If Tenant fails to promptly commence any repairs or maintenance within thirty (30) days after receipt of written notice from City and to diligently pursue such repair or maintenance to completion, City shall have the right to do so and Tenant shall pay the reasonable cost and expenses thereof as additional rent within thirty (30) days after written demand.

10.5 All maintenance work by Tenant on the Premises shall comply with such reasonable rules as City may promulgate in writing from time to time regarding construction and maintenance in or on the Property, provided same are subject to, and not inconsistent with, the terms and conditions of this Lease. Further, City will not discriminate in the enforcement thereof as against Tenant.

10.6 Notwithstanding any other provision of this Lease, if Tenant fails to maintain the Primary Leased Premises as required under this Lease, and such failure creates a substantial risk of imminent harm to persons or property, City may without notice, perform work to reduce or mitigate or eliminate such risk of harm. In such event, Tenant shall pay the cost and expenses thereof as additional rent within thirty (30) days after written demand. Failure on the part of City to perform the obligations of Tenant shall not release Tenant from liability under this Lease for any loss or damage occasioned by City's failure to perform Tenant's obligations.

11. LIENS. Tenant shall timely pay for all work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall not permit any lien to attach to the Property, the Premises or Tenant's interest therein. Tenant shall defend and indemnify "Indemnitees" (as defined below) against all losses, liabilities, claims, costs and expenses incurred by City in connection with such liens for work performed on the Premises by Tenant, or its employees, agents, servants or contractors, together with reasonable attorneys' fees and all costs and expenses reasonably incurred by City in negotiating, settling, defending or otherwise protecting against such liens.

## 12. PROHIBITED USES; INTERFERENCE.

12.1 Tenant shall use the Premises in a manner that does not create a danger to the Property or any occupancy thereof by City or the public. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way cause a cancellation of any insurance policy covering the Property or any part of the Property or any of its contents. Tenant shall not cause, maintain or permit any nuisance in, on or about the Property. Tenant shall not commit or allow to be committed any waste in or upon the Property.

12.2 Tenant shall not install on the Premises equipment of the type and frequency which will cause harmful interference which is measurable in accordance with then existing industry standards to any then existing equipment of other tenants or users of the

Property existing as of the Effective Date of this Lease, all of which have been disclosed to or are known to Tenant. If Tenant desires to add additional equipment to the Premises, after obtaining City's written approval pursuant to Section 6 if required, such additional equipment also shall not cause any harmful interference with equipment then-existing as long as the existing equipment user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

12.3 Tenant shall resolve any radio frequency interference caused by Tenant in violation of Section 12.2 above.

12.4 Notwithstanding any provision in this Lease to the contrary, in the event any of Tenant's operations interfere with police or fire emergency communications, City may provide telephonic notice to Tenant of such interference and Tenant shall take all commercially reasonable steps necessary to promptly correct and eliminate the interferences. In the event that Tenant's operations result in any inability of City to effectively communicate to emergency first responders, then upon telephonic notice, Tenant shall immediately power down the equipment causing such interference until the problem has been resolved to City's reasonable satisfaction.

12.5 City will not, nor will City permit its employees, tenants (other than tenants under leases that are currently or were initially entered into with Tenant as the tenant), licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations or the rights of Tenant permitted under this Lease. City will use its commercially reasonable efforts to cause such interference to cease as soon as reasonably possible, but will cause such interference to cease no later than two (2) business days (and for this purpose, business days shall not include Fridays) after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Tenant hereby stipulates and agrees that the current operations of City and City's existing tenants on City's Property as of the Effective Date of this Lease do not interfere.

12.6 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 12 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

### 13. ASSIGNMENT; ADDITIONAL PROVISIONS RE: SUBLETTING.

13.1 Tenant shall not, without the prior written consent of City, in City's sole and absolute discretion, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein, except for assignments in connection with the sale of all or substantially all of the assets of Tenant or a merger of Tenant, but only if Tenant has provided to City prior written notice of such asset transfer or merger assignment and reasonable evidence that it is in connection with such an asset sale or merger. The Parties shall not deem any change of stock ownership, partnership interest, or control of Tenant, or transfer upon partnership or corporate dissolution of Tenant, as an "assignment" for this Section.

13.2 No subletting shall release Tenant from liability under this Lease without the City's express written consent to provide such release.

13.3 Any assignment, sublease or transfer shall be subject to all of the terms, covenants and conditions of this Lease.

13.4 Any assignment or subletting in violation of this Section 13 or Section 3.2 shall be void at the option of City.

14. INDEMNIFICATION.

14.1 Tenant shall defend, indemnify, protect, and hold harmless City, its officials, officers, employees, volunteers, and agents serving as independent contractors in the role of City officials (collectively, "**Indemnitees**") from and against any and all claims, suits, damages, actions, losses, liabilities, judgments, proceedings, settlements, fines, penalties, liens, stop notices, regulatory actions, administrative actions, costs and expenses (including, without limitation, interest, attorneys' fees, and expert fees), or causes of action or demands whatsoever against any Indemnitee, including, without limitation, any injury to or death of any person or damage to property or other liability of any nature ("**Claims**") to the extent arising out of, resulting from, or in any way related to Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done or suffered by Tenant, or its employees, agents, servants, or contractors, in or about the Premises or Property; and shall further indemnify and hold harmless Indemnitees from and against any and all Claims to the extent arising out of, resulting from, or in any way related to any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Lease, or to the extent arising out of, resulting from, or in any way related to any act or negligence of Tenant, or any officer, agent, contractor, employee, servant, guest or invitee of Tenant. Tenant shall not be required to indemnify the Indemnitees to the extent caused by the negligence or willful misconduct of City and the Indemnitees.

14.2 If any action or proceeding is brought against Indemnitees by reason of any such Claim for which Tenant has an indemnity obligation pursuant to this Section 14, Tenant, upon notice from Indemnitees, shall defend Indemnitees at Tenant's expense. The City shall have the option of participating in the defense at Tenant's expense.

14.3 Tenant, as a material part of the consideration to City, hereby assumes all risk of damage to its own property in, upon or about the Premises, from any cause that is a result, either directly or indirectly, of Tenant's use of the Premises; and Tenant hereby waives all Claims in respect thereof against Indemnitees, except to the extent caused by the negligence or willful misconduct of City or the Indemnitees.

14.4 The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

15. ENVIRONMENTAL LIABILITY.



15.1 Except as described in Section 15.5 below, Tenant shall not cause or permit any "Hazardous Substances" (as defined below) to be used, stored, generated or disposed of, on or in the Property in violation of Law.

15.2 If Hazardous Substances are used, stored, generated or disposed of on or in the Premises (including as described in the last paragraph of this Section 15), or if Property becomes contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Indemnitees from any and all Claims (including, without limitation, a decrease in value of such Property, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, reasonable attorneys', consultant, and expert fees) arising during or after the Term of this Lease to the extent arising as a result of that contamination caused by Tenant, except to the extent caused by City or City's agents, employees or contractors. This indemnification includes, without limitation, any and all reasonable costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes the release of any Hazardous Substance on the Property which results in contamination, Tenant shall promptly, at Tenant's sole cost and expense, take any and all necessary actions to return the applicable Property to the condition existing prior to Tenant's release of any such Hazardous Substance on the Property or as close as reasonably possible to such prior condition and in any event, to a condition which complies with law and requires no further action or remediation. Tenant shall first obtain City's approval for any such remedial action, which City agrees not to unreasonably withhold, condition or delay. The provisions of this Section 15 shall be in addition to, and do not limit, the obligations set forth in Section 14 and Section 16 of this Lease, or other obligations and liabilities Tenant may have to City at law or equity and shall survive the expiration or the termination of this Lease.

15.3 For purposes of this Lease, the term "**Hazardous Substance**" means any substance, chemical, pollutant or waste that is hazardous, toxic, dangerous, ignitable, reactive or corrosive and that is regulated by any local government, the State of California, or the United States Government. "**Hazardous Substance**" also includes, without limitation, any and all materials or substances that are defined by Law as "hazardous waste," "extremely hazardous waste" or a "hazardous substance." "**Hazardous Substance**" also includes, but is not limited to, asbestos, polychlorobiphenyls and oil, petroleum and their by-products.

15.4 If Tenant becomes aware of any Hazardous Substance on the Property, or any environmental or industrial hygiene condition or matter relating to the Property which in Tenant's reasonable determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or Tenant reasonably believes that the leasing or continued leasing of the Premises would unreasonably expose Tenant to undue risks of government action, intervention or third party liability, then, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Lease without penalty upon prior written notice to City.

15.5 Notwithstanding anything to the contrary in this Section 15, City and Tenant acknowledge that Tenant shall be utilizing and maintaining on the Premises back-up power batteries (e.g., lead-acid batteries) and properly stored, reasonable quantities of cleaning

solvents (all in accordance with applicable Laws) and that the presence, use, maintenance and disposal of such items in accordance with applicable Laws shall not constitute a violation or breach of this Section 15.

16. INSURANCE. Tenant shall obtain and maintain at its sole cost and expense for the duration of this Lease insurance pursuant to the terms and conditions described in this Section 16.

16.1 Required Insurance. Tenant shall at all times during the term of this Lease carry, maintain, and keep in full force and effect, insurance as follows:

(a) General Liability. A policy or policies of Commercial General Liability Insurance, with limits of Three Million Dollars (\$3,000,000) combined single limit per occurrence for any injury to persons, death, loss and/or damage to property on, in or about the Premises by reason of the use and occupation by Tenant or by any other person or persons of the Premises. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit. Not more frequently than once each three years, if, in the opinion of the insurance broker or consultant retained by City, the amount of commercial general liability insurance coverage at that time is not adequate, upon receipt of at least sixty (60) days prior written notice Tenant shall increase the insurance coverage as required by City's insurance broker or consultant.

(b) Automobile Liability. A policy or policies of Commercial Automobile Liability Insurance covering personal injury and property damage, with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage covering any vehicle utilized by Tenant in performing the work covered by this Lease.

(c) Workers' Compensation and Employer's Liability. Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident, \$1,000,000 per disease per employee, \$1,000,000 per disease policy limit.

(d) Fire. Tenant shall, at Tenant's sole cost and expense, obtain and at all times during the term hereof maintain in effect, insurance or self-insurance covering: (a) the improvements to the Premises made by or on behalf of Tenant, at Tenant's expense under this Lease; (b) fixtures, furnishings, and equipment located on the Premises; and (c) all alterations, additions, and changes made in or to the Premises during the term of this Lease at Tenant's expense, providing protection to the extent of not less than the insurable value of all such items against any peril included under insurance industry practices in the jurisdiction of the Premises within the classification "fire and extended coverage," together with insurance against vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage. Tenant hereby waives and releases any and all rights of action for negligence against the City which may hereafter arise on account of damage to the Leased Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the City, and such policies of insurance shall contain an appropriate provision recognizing this release by Tenant.

16.2 Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability Coverage and Fire.

The City, and City's elected and appointed City Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers shall be included as an additional insured on the required insurance policies, except for Fire, Workers' Compensation and Employer's Liability policies. Landlord's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury, resulting in whole or in part from the negligence of, or from the breach of this Lease by Tenant, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and, (iii) not exceed Tenant's indemnification obligation under this Agreement, if any.

(i) Tenant's insurance coverage shall be primary insurance as respects the City, and City's elected and appointed City Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers. Any insurance or self-insurance maintained by the City, City's elected and appointed City Council members, boards, commissions, officers, officials, employees, agents or volunteers shall be in excess of Tenant's insurance and shall not contribute with it. To the extent allowed by law, Tenant's policies of insurance concerning the Premises shall waive the insurer's right of subrogation against City.

(ii) Any failure of Tenant to comply with reporting provisions of the policies shall not affect coverage provided to the City, City's elected and appointed City Council members, boards, commissions, officers, officials, agents, consultants, employees or volunteers.

(iii) Tenant's required commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each insured, including an additional insured, is subject to all policy terms and conditions and has an obligation, as an additional insured, to report claims made against them to the insurance carrier.

(b) Worker's Compensation and Employers Liability Coverage. To the extent allowed by law the insurer shall agree to waive all rights of subrogation against the City, City's elected and appointed City Council members, boards, commissions, officers, officials, agents, consultants, employees and volunteers for losses arising from work performed by Tenant on the Premises and Property.

(c) All Coverages. Tenant shall provide at least thirty (30) days' prior written notice to the City of cancellation or nonrenewal of any required insurance that is not replaced.

16.3 Acceptability of Insurers. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VII.

16.4 Verification of Coverage. At all times during the term of this Lease and prior to taking possession of the Premises, Tenant shall furnish the City with certificates of insurance and with copies of original policy endorsements effecting coverage required by this Section 16. The certificates and endorsements for each insurance policy shall be on an ACORD form. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS LEASE, TENANT SHALL NOT HAVE THE RIGHT TO TAKE POSSESSION OF THE PREMISES UNTIL SUCH CERTIFICATE OR CERTIFICATES ARE FILED WITH THE CLERK OF CITY.

16.5 Indemnification Not Limited. Any insurance required to be obtained and maintained by Tenant under this Lease shall not limit in any way Tenant's indemnification obligations under Section 14.

16.6 Lapsed Insurance. Tenant agrees that if it does not keep such insurance in full force and effect, City may, after thirty (30) days written notice to Tenant, take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed to be a part of the rental of the Premises in addition to the usual monthly rent and payable as such within thirty (30) days after written demand from City, including reasonably supporting documentation.

16.7 Insurance Obligations for Secondary Parties. In the event Tenant hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Wireless Telecommunications Facility in or about the Premises, Tenant shall require and cause the Secondary Parties to obtain and maintain the insurance required by Section 16 and comply with all of the insurance provisions of such Section. It shall be Tenant's responsibility to ensure compliance with this Section 16.7.

17. RESERVATIONS. City reserves (and may grant) such easements through the Property that City deems necessary or desirable, including, without limitation, the right to construct, improve, use, maintain and repair utilities, services, pipes and conduits, so long as such easements do not interfere with the use of the Premises by Tenant.

## 18. RIGHT OF ACCESS.

18.1 City and City's officers, employees, consultants, and agents shall, upon not less than forty-eight (48) hours prior written notice to Tenant, except in the event of emergency in which case no prior notice shall be required (but City shall notify Tenant of such access as soon as possible thereafter), have at all reasonable times the right to enter the Premises for the purpose of inspecting the same, posting notices of non-responsibility or any other notices required by law for the protection of City, doing any work that City is permitted or required to perform under this Lease, provided City does not physically touch Tenant's equipment or interfere with Tenant's operations, except in the event of emergency, City may take all actions necessary to abate, correct or cure any active imminent threat to the health, safety and welfare of the Property

or persons. Any inspection of the Premises shall be performed while in the presence of a Tenant representative provided Tenant makes a Tenant representative available for that purpose. Tenant shall provide City with keys allowing access to any locked portions of the Premises; provided, however, that City shall not be permitted to use such keys to access the Premises except after giving the notice required by this Section 18 or unless in the event of an emergency, in which event City will provide notice of such entry as soon as practically possible thereafter. In conducting its activities on the Premises as allowed in this Section 18, City shall minimize the inconvenience, annoyance or disturbance to Tenant.

Upon City's request, Tenant shall provide to City, and maintain current, an emergency telephone number twenty-four (24) hours per day, seven (7) days per week. The initial emergency contact person is: NOC: 800-725-8170.

## 19. TAXES AND ASSESSMENTS.

19.1 TENANT RECOGNIZES AND UNDERSTANDS THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST SUBJECT TO TAXES LEVIED UPON SUCH INTEREST. Tenant shall pay or cause to be paid, before delinquency, any and all taxes and assessments levied and assessed against its interest in the Premises, upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in or on the Premises, or which may become a lien against the Tenant's interest in the Premises or its property. Tenant shall co-operate with the San Bernardino County Assessor in providing any information necessary for the Assessor to make a property tax determination.

19.2 If for any reason Tenant's Communications Facility is assessed for tax purposes as part of the Property, City shall promptly provide written notice to Tenant and Tenant shall pay for any increase in City's taxes attributable to the value or cost of Tenant's Communications Facility. Reimbursement shall be due thirty (30) days following Tenant's receipt of a written request and reasonable evidence that the increase is attributable to the value or cost of Tenant's Communications Facility. City shall allow Tenant to dispute such tax with the appropriate taxing authority and City shall not interfere with Tenant's dispute. Tenant's dispute with the taxing authority shall not relieve Tenant's obligation to reimburse City for any taxes paid by City which Tenant is responsible for under this Section 19.

20. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the written rules and regulations that City shall provide to Tenant from time to time for the safety, care and cleanliness of the Property, provided same are subject to, and not inconsistent with, the terms and conditions of this Lease. Further, City will not discriminate in the enforcement thereof as against Tenant.

21. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

21.1 The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, where such failure shall continue for a period of thirty (30) days after written notice thereof is given by City to Tenant;

21.2 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Section 21.1 above, where such failure shall continue for a period of thirty (30) days after City gives written notice of such failure to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

21.3 The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days.

22. DEFAULT BY CITY. City shall not be in default unless City fails to (i) provide access to the Premises as required by this Lease within twenty-four (24) hours after written notice of such failure (except for: (a) circumstances beyond City's control and (b) emergencies); (ii) cure an interference problem as required by Section 12.5 of this Lease; or (iii) perform other obligations required of City within thirty (30) days after Tenant gives City written notice specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter prosecutes the same to completion in good faith.

23. REMEDIES ON DEFAULT. In the event of any such default or breach by a Party, the non-defaulting Party will have the right to exercise any and all rights and remedies available to it under law and equity. Additionally, in the event of a default or breach of this Lease by Tenant, City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting City in the exercise of a right or remedy which City may have by reason of such default or breach, terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to City, and other damages owed to City. Upon such termination, the City shall be entitled to recover from the Tenant all past due Rent, and any other amount owed to City accrued prior to such termination.

24. LIMITATION OF LIABILITY.

24.1 In no event shall either Party or their respective officers, partners, affiliates, subsidiaries, customers, tenants, subtenants, assignees, agents, representatives, contractors, servants, or employees be liable to the other Party for any lost revenue, lost profits, anticipated profits, penalties of any kind or description, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, or monetary damages of any kind,

loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

24.2 Each Party to this Lease hereby waives any such claims against the other for consequential, incidental or special damages.

25. RECONSTRUCTION. In the event Tenant's improvements on the Premises, or the Premises, are damaged by fire or other perils covered by extended coverage insurance, Tenant agrees to repair the damage, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a reduction of the Rent from the date of damage and while such repairs are being made, such reduction to be based upon the extent to which the damage and making of such repairs interfere with the business carried on by Tenant in the Premises; provided, however, if the damage is due to the fault or neglect of Tenant or its employees, agents, servants or contractors, there shall be no abatement of Rent. In the event the improvements are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, either Party shall have the option to give notice to the other Party at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice (which date shall be no more than thirty (30) days after the giving of such notice). In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination.

26. EMINENT DOMAIN. If all or any part of the Premises shall be taken or appropriated by any authority under the power of eminent domain to render the Premises unsuitable for Tenant, in Tenant's sole determination, then Tenant shall have the right, at its option, to terminate this Lease upon thirty (30) days' notice to be effective as of the date title vests in the condemning authority. In the event of any taking or appropriation whatsoever, City shall be entitled to any and all awards and/or settlements that may be given (other than awards for the taking of Tenant's personal property and/or trade fixtures), and Tenant shall have no claim against City for the value of any unexpired term of this Lease.

27. NOTICES. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the Parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CLU5599; Cell Site Name: Upland Memorial Park (CA)  
Fixed Asset #: 11585781  
1025 Lenox Park BLVD NE, 3<sup>rd</sup> Floor

Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: CLU5599; Cell Site Name: Upland Memorial Park (CA)  
Fixed Asset #: 11585781  
208 S. Akard Street  
Dallas, TX 75202-4206

City: City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: City Manager

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as shown by the addressee's return receipt (if by certified mail), and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via facsimile or electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications under this Lease.

28. SUCCESSORS. Each and every one of the terms, covenants, and conditions of this Lease shall inure to the benefit of and shall bind, as the case may be, not only the Parties, but each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties; provided, however, that any subletting or assignment by Tenant of the whole or any part of the Premises or any interest therein shall be subject to the provisions of Sections 3.2 and 13, as applicable.

29. MONTH-TO-MONTH TENANCY. If Tenant remains in possession of the Premises after expiration or termination of the Lease Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' notice given at any time by either Party, at a monthly rental equal to one hundred fifty percent (150%) of the monthly Rent ("Holdover Rent") in effect immediately prior to expiration or termination. All provisions of this Lease, including the payment of Holdover Rent shall apply to any such month-to-month tenancy.

30. SURRENDER. City agrees and acknowledges that all of the Communication Facility, including, without limitation, antenna structures, equipment, conduits, fixtures and personal property of Tenant installed or placed by Tenant in the Premises shall remain the property of Tenant ("**Tenant's Property**"), and Tenant shall have the right to remove Tenant's Property at any time during the Lease Term of this Lease, whether or not such items are considered fixtures and attachments to real property under applicable laws, provided that Tenant promptly repairs any damage caused by or related to such removal. At the expiration or within ninety (90) days after the earlier termination of this Lease ("**Removal Period**"), Tenant shall surrender the Premises to City in the same condition as received, reasonable wear and tear excepted and with all Tenant's Property removed and all damage caused thereby, or related thereto, repaired. If such Removal



Period causes Tenant to remain on the Premises after expiration or earlier termination of this Lease, the provisions of Section 29 shall apply. If Tenant's Property remains after the month-to-month tenancy described in Section 29 ends, City may remove and dispose of same, without liability to Tenant, and repair the Premises and Tenant shall promptly reimburse City upon written demand for all costs incurred by City in connection therewith. Tenant shall reimburse City for such removal, disposal, and restore/repair costs within thirty (30) days after written demand from City with documentation in support thereof.

31. ESTOPPEL STATEMENTS. Each Party shall deliver to the other, upon reasonable prior written request, an estoppel certificate in a mutually agreeable form stating that this Lease is in full force and effect, that the requesting Party is not in default hereunder, except as otherwise specified, the monthly Rent then payable, and the dates to which Rent has been paid.

32. BROKERS. Each Party (an "**Indemnifying Party**") shall hold harmless the other Party from all damages resulting from any claims that may be asserted against the other Party by any broker, finder or other person with whom the Indemnifying Party has or purportedly has dealt.

33. RELOCATION. City shall have the one-time right during the Lease Term of this Lease to require Tenant to relocate its equipment and property at Tenant's sole cost and expense to another location on City's Property (the "**Relocation Premises**"), if: (i) such Relocation Premises is equal to the Tenant's current Premises in size and is compatible for Tenant's use in Tenant's reasonable discretion; and (ii) City has provided Tenant a written notice not less than eighteen (18) months prior to the requested date of relocation, with a map and description of the proposed Relocation Premises and Tenant's use permitted by this Lease shall not be unreasonably interrupted or diminished during the relocation.

All Parties shall cooperate to carry out the relocation in an expeditious and efficient manner. If necessary to prevent disruption in the continuous operation of Tenant's network in the area served by Tenant's facility at the Premises, City shall designate a temporary site on City's Property which Tenant and City find suitable to operate a temporary facility during the process of relocation and Tenant may operate its facility thereon.

#### 34. GENERAL PROVISIONS.

34.1 Waiver. The waiver by City or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition contained in this Lease. The subsequent acceptance of Rent under this Lease by City shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of City's knowledge of such preceding default at the time of the acceptance of such Rent.

34.2 Modification. Any modification or amendment to this Lease shall be of no force and effect unless it is in writing and signed by the Parties or their respective successors in interest.

34.3 Construction; Captions. The Parties agree that this Lease is the project of joint draftsmanship and that should any of the terms be determined by a court, or in

any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each Party to this Lease waives the effect of such statute. The captions and section titles to the sections of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days.

34.4 Time. Time is of the essence with respect to the performance of this Lease and each and all of its provisions in which time is a factor.

34.5 Prior Agreements; Effective Agreement. This Lease contains all of the agreements of the Parties with respect to the subject matter covered by in this Lease. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter covered by this Lease, are merged into and superseded by this Lease.

34.6 Inability to Perform; Force Majeure. The time stated in this Lease for the performance of any act (other than the payment of money) by either Party shall be extended for the period of time that the Party shall be delayed or prevented from performing by reason of strikes, acts of nature, or any causes beyond the reasonable control of the Party claiming the extension (excluding inability to make payments), provided that the Party claiming the extension has notified the other of such delay or prevention within fifteen (15) days of the inception thereof, and has thereafter notified the other Party of the status of such delay or prevention not less often than once every fifteen (15) days.

34.7 Partial Invalidity. Any provision of this Lease which shall be held by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect; provided, however, in the event a court of competent jurisdiction in a final judicial action determines that the provisions providing for the payment of Rent are invalid, void, or illegal, the City in its sole and absolute judgment may, within one-hundred twenty (120) days of such decision, unilaterally terminate this Lease by written notice to Tenant.

34.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

34.9 Governing Law and Venue. This Lease shall be interpreted and enforced according to, and the Parties rights and obligations (including any non-contractual claims) shall be governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Lease shall occur in the federal court with jurisdiction over San Bernardino County and the state courts located in San Bernardino County, California.

34.10 Attorneys' Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled

to its reasonable attorneys' fees and costs, including reasonable witness and associated fees if awarded in the sole discretion of the court. Attorneys' fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified Party.

34.11 Survival of Terms. Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

34.12 Authority of Parties. Each individual executing this Lease on behalf of City or Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such Party, in accordance with its formation and organizational documents of such Party.

34.13 Authority of City Manager. Any consent, determination, or notice required by this Lease to be provided by the City may be provided by the City Manager, not to be unreasonably withheld, conditioned or delayed, but must be in writing.

34.14 City's Approvals. Neither City's execution of this Lease, nor any consent or approval given by City hereunder in its proprietary capacity as landlord under this Lease, shall waive, abridge, impair or otherwise affect City's powers and duties as a governmental body acting in its regulatory capacity. Any requirements under this Lease that Tenant obtain consents or approvals of City are in addition to and not in lieu of any requirements of law that Tenant obtain governmental approvals or permits.

34.15 Bankruptcy. The City and the Tenant hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Lease Term of this Lease if Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "**Proceeding**") under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "**Code**"), this Lease is and shall be treated for all purposes and considered for all intents as an "unexpired Lease of nonresidential real property," and the Rent payable under Section 3 of this Lease is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended). Any person or entity to which this Lease is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption.

34.16 No Third Party Beneficiaries. The Parties shall not be obligated or liable under this Lease to any Party other than each other. There are no intended third party beneficiaries of any right or obligations under this Lease.

34.17 Memorandum of Lease. Concurrently with its execution and delivery of this Lease, Tenant shall also execute and deliver to City a memorandum of lease

in the form attached hereto as Exhibit "D" (duly acknowledged by a notary) which City may then execute and record. Upon the expiration or termination of this Lease, Tenant shall promptly execute and deliver to City a quitclaim deed to the Premises, in recordable form, designating City as transferee.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first above written.

**CITY:**

CITY OF UPLAND,  
a California municipal corporation


By: 

Print Name: Michael Blay  
Title: City Manager

**TENANT:**

NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
Print Name: Misty Snowden  
Title: Area Manager  
11/10/2022

ATTEST:

  
Keri Johnson  
City Clerk

APPROVED AS TO FORM:

  
Stephen P. Deutsch  
Stephen P. Deutsch, City Attorney

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange )

On November 10, 2022 before me, Joyce Story - Notary Public  
(insert name and title of the officer)

personally appeared Misty Snowden,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joyce Story (Seal)



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino )

On December 13, 2022, before me, Keri Johnson, Notary Public  
(insert name and title of the officer)

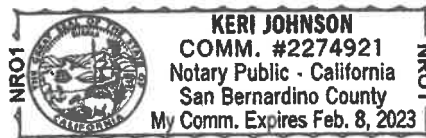
Notary Public, personally appeared Michael Blay,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature] (Seal)



**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**(Page 1 of 2)**

**Legal Description for APN: 1046-131-03**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:  
LOT 523 AS SHOWN ON THE MAP OF ONTARIO COLONY LANDS, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 11, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
EXCEPT THE NORTH 7 FEET THEREOF CONVEYED TO THE STATE OF CALIFORNIA FOR ROAD PURPOSES BY DEED RECORDED DECEMBER 30, 1930 IN BOOK 677, PAGE 260 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF LOT 523 DESCRIBED IN THE DEED RECORDED JUNE 20, 1960 IN BOOK 5166, PAGE 21 OF OFFICIAL RECORDS  
End of Legal Description for APN: 1046-131-03

**Legal Description for APN: 1046-141-03, 1046-141-05**

All that certain real property situated in the City of Upland, County of San Bernardino, State of California, described as follows:

**PARCEL A:**

THOSE PORTIONS OF LOTS 1 AND 2, SECTION 8, T. 1S. R. 7 W. , IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP OF CUCAMONGA LANDS AS RECORDED IN BOOK 4 OF MAPS, PAGE 9, RECORDS OF SAID COUNTY AND A PORTION OF THE EAST HALF OF SECTION 5, T. 1S., R. 7 W. , S. B. M. ; LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF FOOTHILL BOULEVARD AS SHOWN ON TRACT NO. 4932, AS RECORDED IN BOOK 62 OF MAPS, PAGES 56, 57 AND 58, RECORDS OF SAID COMITY, NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF SAN BERNARDINO ROAD AS SHOWN ON SAID MAP OF CUCAMONGA LANDS, AND WESTERLY OF A LINE 90.00 FEET EASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF THE TRACKS OF THE UPLAND FOOTHILL SPUR OF THE ATCHESON, TOPEKA, AND SANTA FE RAILWAY; SAID PARALLEL LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF SAN BERNARDINO ROAD DISTANT NORTH 6L° 57' 15" EAST A DISTANCE OF 126.39 FEET ALONG SAID CENTERLINE FROM THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EASTERLY TRACT BOUNDARY OF TRACT NO. 7877 AS RECORDED IN BOOK 102, PAGES 69 AND 70 OF MAPS, RECORDS OF SAID COUNTY, WITH SAID CENTERLINE; THENCE NORTH 0° 01' 02" WEST TO A POINT IN THE CENTERLINE OF FOOTHILL BOULEVARD DISTANT ALONG SAID CENTERLINE NORTH 84° 00' 05" WEST, 94. 32 FEET FROM A STATE HIGHWAY MONUMENT IN A HANDHOLE AT THE CENTERLINE OF ALTA AVENUE.

**PARCEL B:**

PARCEL 1 OF THAT CERTAIN DEED FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO CITY OF UPLAND, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND RECORDED OCTOBER 12, 1976 AS BOOK 9030, PAGE 1386 OF OFFICIAL RECORDS LYING WITHIN THAT PARCEL SET FORTH AND DESCRIBED AS ASSESSORS MAP PARCEL 1046-141-05 AND

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**(Page 2 of 2 )**

1046-151-02 OF ASSESSOR'S PARCEL MAPS OF SAID COUNTY DESCRIBED AS FOLLOWS:

**PARCEL NO. 1**

ALL THAT CERTAIN LAND IN LOTS 1, 2 AND 3 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS SAID LOTS ARE SHOWN ON MAP OF CUCAMONGA LANDS, RECORDED IN BOOK 4 OF MAPS, PAGE 9, RECORDS OF SAID COUNTY, AND IN THE EAST HALF OF THE EAST HALF OF SECTION 5, IN SAID TOWNSHIP AND RANGE, DESCRIBED SECOND IN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JUNE 10, 1913, IN BOOK 530, PAGE 224, RECORDS OF SAID COUNTY, DESCRIBED FOR REFERENCE AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 3, WHERE THE NORTHWESTERLY LINE OF FOOT HILL BOULEVARD INTERSECTS SAID WEST LINE OF LOT 3; THENCE NORTH 0° 04' EAST ALONG SAID WEST LINE OF SAID LOTS 3, 2 AND 1, AND WEST LINE OF EAST HALF OF EAST HALF OF SAID SECTION 5, A DISTANCE OF 1597.19 FEET TO A POINT 10 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID PROPOSED SPUR-TRACK; THENCE SOUTHERLY ON A CURVE CONCAVE TO THE WEST AND PARALLELING SAID CENTER LINE OF PROPOSED SPUR-TRACK WITH A RADIUS OF 583.69 FEET A DISTANCE OF 153.32 FEET; THENCE ON A TANGENT SOUTH 0° 04' WEST A DISTANT OF 1434.99 FEET TO A POINT IN SAID NORTHWESTERLY LINE OF FOOT HILL BOULEVARD SAID POINT BEING DISTANCE 10 FEET EASTERLY AT RIGHT ANGLES FROM SAID CENTER LINE OF PROPOSED SPUR-TRACK; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF FOOT HILL BOULEVARD A DISTANCE OF 22.65 FEET TO POINT OF BEGINNING.

NOTE: THIS COMPANY HAS PROVIDED SAID DESCRIPTION AS AN ACCOMMODATION FOR THE PURPOSE OF FACILITATING THIS REPORT. PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, SAID DESCRIPTION MAY NOT BE AN INSURABLE PARCEL AND SHOULD NOT BE RELIED UPON TO CONVEY, FINANCE OR ENCUMBER SAID LAND UNTIL APPROVED BY THE APPROPRIATE GOVERNING AGENCY. EXCEPT THEREFROM ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES WITHOUT THE RIGHT OF SURFACE ENTRY, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 1976 AS INSTRUMENT NO. 946 BOOK 9030, PAGE 1386 OF OFFICIAL RECORDS.

End of Legal Description for APN: 1046-141-03, 1046-141-05



**EXHIBIT "B"**

**DESCRIPTION OF PRIMARY LEASED PREMISES**

(Legal Description for Tower and Equipment Lease Areas Attached.)

## EXHIBIT "B1"

### LEASE AREA LEGAL DESCRIPTION

A PORTION OF LOT 523 AS SHOWN ON THE MAP OF ONTARIO COLONY LANDS, AS PER PLAT RECORDED IN BOOK 11, PAGE 6 OF MAPS, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SPIKE AND WASHER, STAMPED "LS5411" AT THE CENTERLINE INTERSECTION OF FOOTHILL BOULEVARD AND 13TH AVENUE FROM WHICH A 1" IRON PIPE WITH AN ILLEGIBLE TAG AT THE NORTHWEST CORNER OF SAID LOT 523 BEARS SOUTH 89°36'28" WEST, 309.66 FEET AS SHOWN ON PARCEL MAP NO. 15177, RECORDED IN PARCEL MAP BOOK 185, PAGES 48 THROUGH 49, RECORDS OF SAID SAN BERNARDINO COUNTY;

THENCE FROM SAID POINT OF COMMENCEMENT, THENCE SOUTH 54°41'58" EAST, 160.03 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 90°00'00" EAST, 52.00 FEET; THENCE SOUTH 00°00'00" EAST, 33.00 FEET; THENCE NORTH 90°00'00" WEST, 52.00 FEET; THENCE NORTH 00°00'00" EAST, 33.00 FEET RETURNING TO **THE POINT OF BEGINNING**.

CONTAINING 1716 SQUARE FEET (0.039 ACRES) OF LAND, MORE OR LESS.

SAID LEASE AREA BEING A PORTION OF ASSESSOR'S PARCEL NUMBERS 1046-131-03



Patrick B. Donohoe 08/02/2022  
PATRICK B. DONOHOE P.L.S. NO. 9332

SHEET 1 OF 3

BY:



ambit consulting

428 MAIN STREET  
SUITE 206  
HUNTINGTON BEACH, CA 92648  
PH. (480) 659-4072  
www.ambitconsulting.us

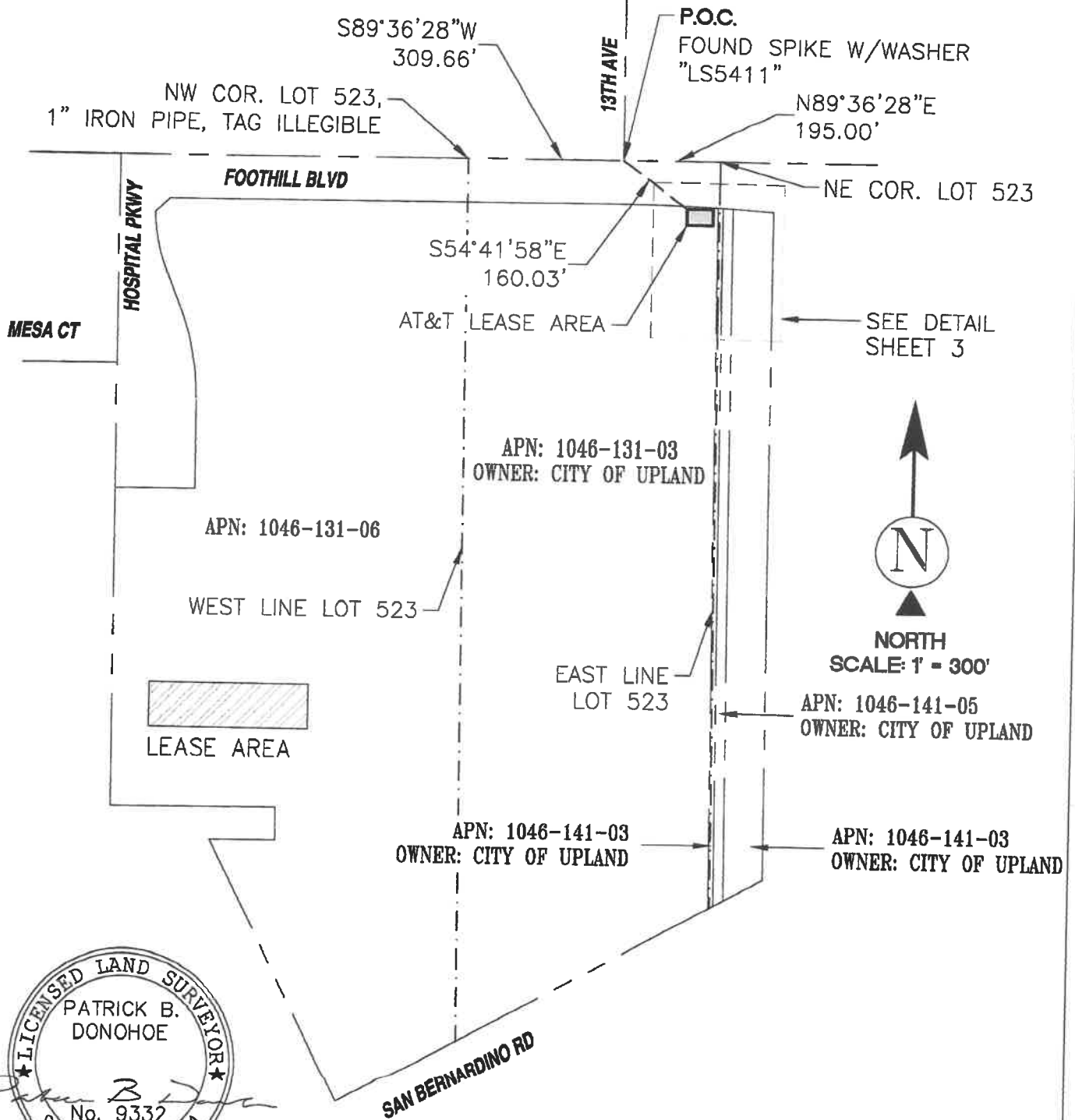
FOR:



at&t

REV:	BY:	CHKD:	DATE:
0	SB	PD	07/08/22
1	PD	PD	08/02/22

# EXHIBIT "B2"



SHEET 2 OF 3

BY:



ambit consulting

428 MAIN STREET  
SUITE 206  
HUNTINGTON BEACH, CA 92648  
PH. (480) 659-4072  
www.ambitconsulting.us

FOR:



at&t

REV:	BY:	CHKD:	DATE:
0	SB	PD	07/08/22
1	PD	PD	08/02/22

# EXHIBIT "B3"

FOOTHILL BLVD

P.O.B.  
LEASE AREA

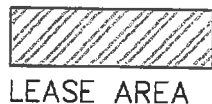
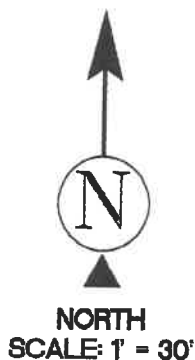
N00°00'00"E  
33.00'

PROPOSED 52'X33'  
AT&T LEASE AREA

N90°00'00"E  
52.00'

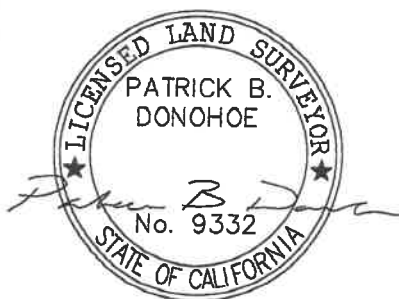
N90°00'00"W  
52.00'

S00°00'00"E  
33.00'



APN: 1046-131-03  
OWNER: CITY OF UPLAND

EAST LINE LOT 523



SHEET 3 OF 3

BY:



ambit consulting

428 MAIN STREET  
SUITE 206  
HUNTINGTON BEACH, CA 92648  
PH. (480) 659-4072  
www.ambitconsulting.us

FOR:



at&t

REV:	BY:	CHKD:	DATE:
0	SB	PD	07/08/22
1	PD	PD	08/02/22

**EXHIBIT "C"**

**DEPICTION AND DESCRIPTION OF COMMUNICATIONS FACILITY, AND  
CONDUIT AND ACCESS AREAS**

(Site Plan Drawings Attached.)



**SITE NUMBER: CLU5599 - NSB**  
**SITE NAME: UPLAND MEMORIAL PARK**

**USID#: 214204**

**UPLAND. CA 91786**

**SAN BERNARDINO COUNTY**

ALL WORDS AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES, NOTING THAT IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

1. 2019 CALIFORNIA ELECTRICAL CODE	7. COUNTY COASTAL ZONE LAND USE ORDINANCE, TITLE 23
2. 2019 CALIFORNIA BUILDING CODE	8. COUNTY FIRE CODE ORDINANCE - TITLE 16
3. 2019 CALIFORNIA THE CODE	9. COUNTY LAND USE ORDINANCE - TITLE 22
4. 2019 CALIFORNIA MECHANICAL CODE	10. COUNTY BUILDING AND CONSTRUCTION ORDINANCE - TITLE 19
5. 2019 CALIFORNIA INSULATION CODE	
6. 2019 CALIFORNIA INSULATION CODE	

<b>CLIENT REPRESENTATIVE</b>	<b>CONSTRUCTION MANAGER</b>
COMPANY: SMARTLINK, LLC	COMPANY: BECK'S COMMUNICATIONS, INC.
ADDRESS: SUITE 300, 1800 AMSTERDAM AVENUE, SUITE 200	ADDRESS: 1800 AMSTERDAM AVENUE, SUITE 200
CITY/STATE/ZIP: NEWPORT BEACH, CA 92660	CITY/STATE/ZIP: IRVINE, CA 92606
CONTACT: ALISON DUNLAP	CONTACT: NED VANDERVAL
PHONE: (949) 426-7213	PHONE: (714) 340-811
FAX: (949) 426-7213	EMAIL: nvd@beckco.com
EMAIL: alison.dunlap@smartlink.com	

**ATT PROJECT MANAGER**

**COMPANY:** ATTY  
**ADDRESS:** 142 EDINGER AVE.  
CITY/STATE/ZIP: CHURCHILL, IA 52700  
**CONTACT:** THURSTEN M. ASH&B-PRICE  
(714) 387-3228  
**PHONE:** Cprice@att.net  
**EMAIL:**

**COMPANY:** SHANTON, LLC  
**ADDRESS:** 300 JONES BLVD, SUITE 300  
 NEWPORT BEACH, CA 92660  
**CONTACT:** TY LAROS  
**PHONE:** (949) 850-1661  
**FAX:** (949) 850-1661  
**EMAIL:** ty.laros@shantonllc.com

<b>ENGINEER</b>	<b>RF ENGINEER</b>
<b>COMPANY:</b>	<b>COMPANY:</b>
<b>ADDRESS:</b>	<b>ADDRESS:</b>
<b>CITY/STATE/ZIP:</b>	<b>CITY/STATE/ZIP:</b>
<b>PHONE:</b>	<b>PHONE:</b>
<b>FAX/EMAIL:</b>	<b>FAX/EMAIL:</b>

## SITE INFORMATION

**AT&T**  
APPLICANT / LESSEE

**Your world. Delivered**  
1452 EDINGER AVE, 3RD FLOOR  
TUSTIN, CALIFORNIA 92780

1290 E. FOOTBALL BLVD  
 UPLAND, CA 91784  
 MR/SCOTT PLOAN, ECONOMIC DEVELOPMENT COORDINATOR  
 909.531.4347  
 LATITUDE: 34° 32' 24.33" N (34.53978°)  
 LONGITUDE: 117° 32' 59.66" W (-117.55044°)

GROUND ELEVATION:	1253.9' AMSL
ABOVE GROUND LEVEL:	7' TO AGL
APPLIC	1246-81-10 (LEASE AREA, 1346-81-10 (ACCESS))
AREA OF CONSTRUCTION:	#1718 SQ. FT.
ZONING / JURISDICTION:	CITY OF UPLAND

U	UNARMED TELECOMMUNICATIONS FACILITY
V48	FACILITY IS UNARMED AND NOT FOR HUMAN HABITATION
	HANDICAPPED ACCESS NOT REQUIRED

[illegible][illegible]

SEE SURVEY SHEETS FOR LEGAL DESCRIPTION



DISCIPLINE:		SIGNATURE:	DATE:
A151 RF ENGINEER:			
A151 OPERATOR:			
SITE ACQUISITION:			
CONSTRUCTION MANAGER:			
PROPERTY OWNER:			
ZONING VENDOR:			
PROJECT MANAGER:			

**DO NOT SCALE DRAWINGS**  
SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE FACILITY IS UNARMED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT ANY SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL STORAGE IS PROPOSED.

[illegible]

SHEET NO.	SHEET TITLE
1	WEST ASIDE
1-1	SITE MAP
1S-1	SITE SURVEY
1S-2	SITE SURVEY
1S-3	SURVEY NOTES
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-2-1	ENLARGED LOTS AND YARD
A-3	ENLARGED LOT WITHIN LOT AND YARD
A-4	ENLARGED LOT WITHIN LOT AND YARD
A-5	ENLARGED LOT WITHIN LOT AND YARD



**AT&T**  
1452 EDINGER AVE.  
DUBLIN, CALIFORNIA 94568

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3300 IRVINE AVENUE, SUITE 300,  
NEWPORT BEACH, CA 92660  
TEL: (949) 387-1265  
FAX: (949) 387-1275

4430 E. MIRALOMA AVE., SUITE D  
ANAHEIM, CALIFORNIA 92807

DATE	TIME	NON-EMERGENCY	EMERGENCY	DISPATCHED	ARRIVED	DEPARTED	REMARKS
2	08/17/87	222					INVESTIGATED FIRE CITY OF UPLAND
3	08/17/87	222					ARRIVED AT 0817H/1787H
4	08/17/87	222					INVESTIGATED FIRE CITY OF UPLAND
5	08/17/87	222					INVESTIGATED FIRE CITY OF UPLAND
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54	08/17/87	222					INVESTIGATED FIRE CITY OF UPLAND
55	08/17/87	222					INVESTIGATED FIRE CITY OF UPLAND
56							INVESTIGATED FIRE CITY OF UPLAND

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FOR CONSTRUCTION**

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TO ALTER THIS DOCUMENT.

CLU5599  
UPLAND MEMORIAL PARK  
1290 E. FOOTHILL BLVD.  
UPLAND, CA 91786  
WATER TANK (INDOOR)

CLASS	CHECKED BY:
DRAWN BY:	

**SHEET TITLE:**

**TITLE SHEET**

**SHEET NUMBER:**







## PAID LEASE AREA BEING A PORTION OF ASSESSOR'S PARCEL NUMBERS 1046-131-03

SOUTHEAST CORNER LOT 406.45 FEET TO THE CENTERLINE OF 11TH STREET 166.75 FEET, THENCE SOUTH 0705.45 FEET TO THE CENTERLINE OF 11TH STREET, ALSO BEING THE CENTERLINE OF THE VACATION OF 11TH STREET BY SAO RESOLUTION NO. 4870; THENCE NORTH 0927.41° WEST, 33.00 FEET TO THE WESTERN LINE OF SAO LOT 547; THENCE NORTH 08°57'16" WEST, 33.00 FEET TO THE CENTERLINE WITH THE CENTERLINE OF SAO 11TH AVENUE, ALSO BEING THE SOUTHWEST CORNER OF SAO LOT 547; THENCE NORTH 00°06'14" EAST, 627.35 FEET ALONG THE WESTERN LINE OF SAO LOT 547 AND CENTERLINE OF SAO 11TH AVENUE TO THE TRUE POINT OF BEGINNING.

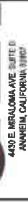
## PAID LEASE AREA BEING A PORTION OF ASSESSOR'S PARCEL NUMBERS 1046-131-03







**smartlink**  
3300 IRVINE AVENUE, SUITE 300,  
NEWPORT BEACH, CA 92660  
TEL: (949) 387-1265  
FAX: (949) 387-1275

[illegible]

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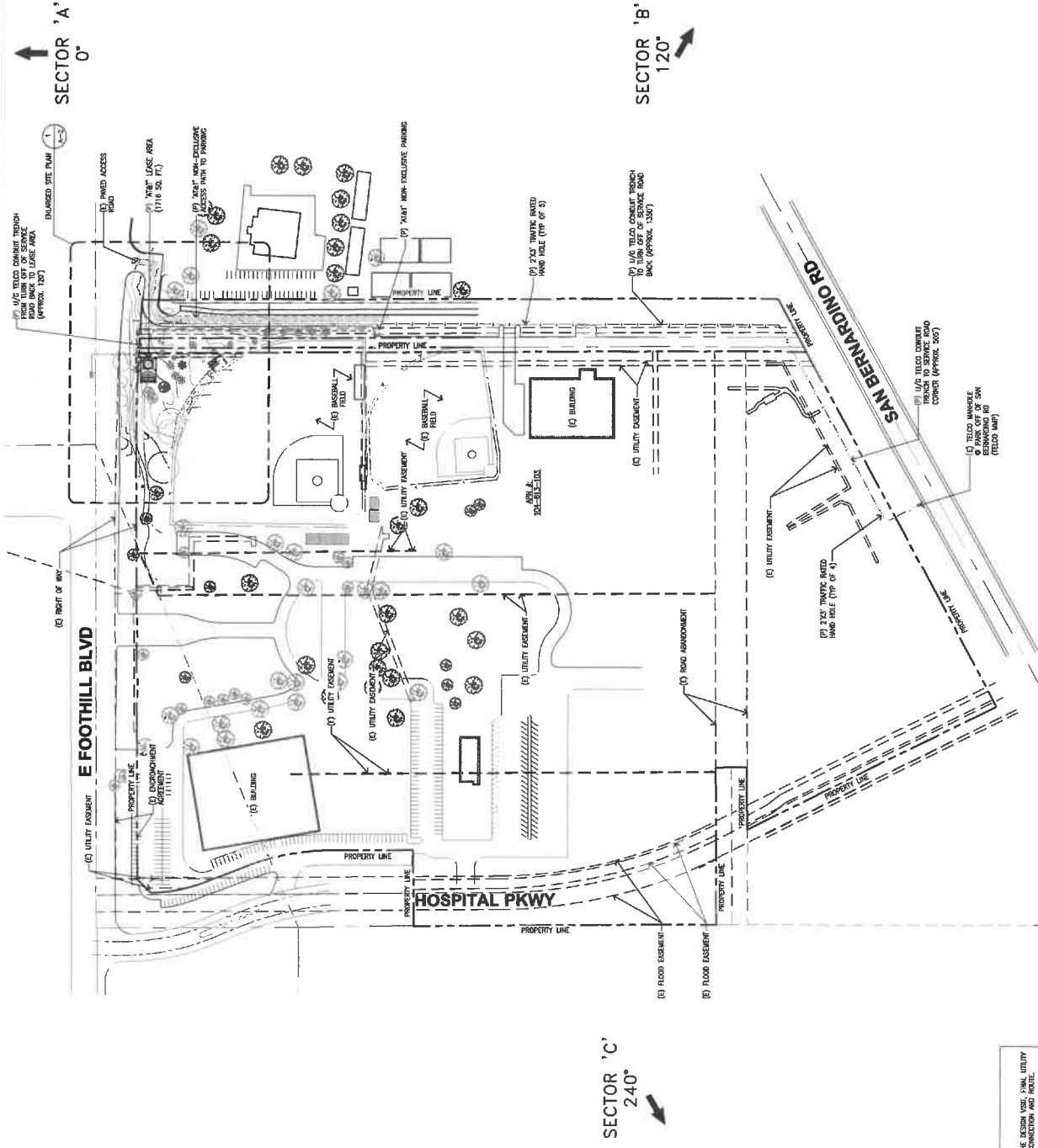
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**CLU5599**  
**UPLAND MEMORIAL PARK**  
**1290 E. Foothill Blvd.**  
**Upland, CA 91786**  
**Water Tank (Indoor)**

DRAWN BY: EMS	CHECKED BY: JS
------------------	-------------------

**SHEET TITLE:**  
**SITE PLAN**

SHEET NUMBER: A-1



NOTES:

## SITE PLAN

SCALE: 1"=100'-0"

1



THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO ADAT WIRELESS AND USE OR DISCLOSURE OTHER THAN AS DIRECTED BY ADAT WIRELESS IS PROHIBITED.



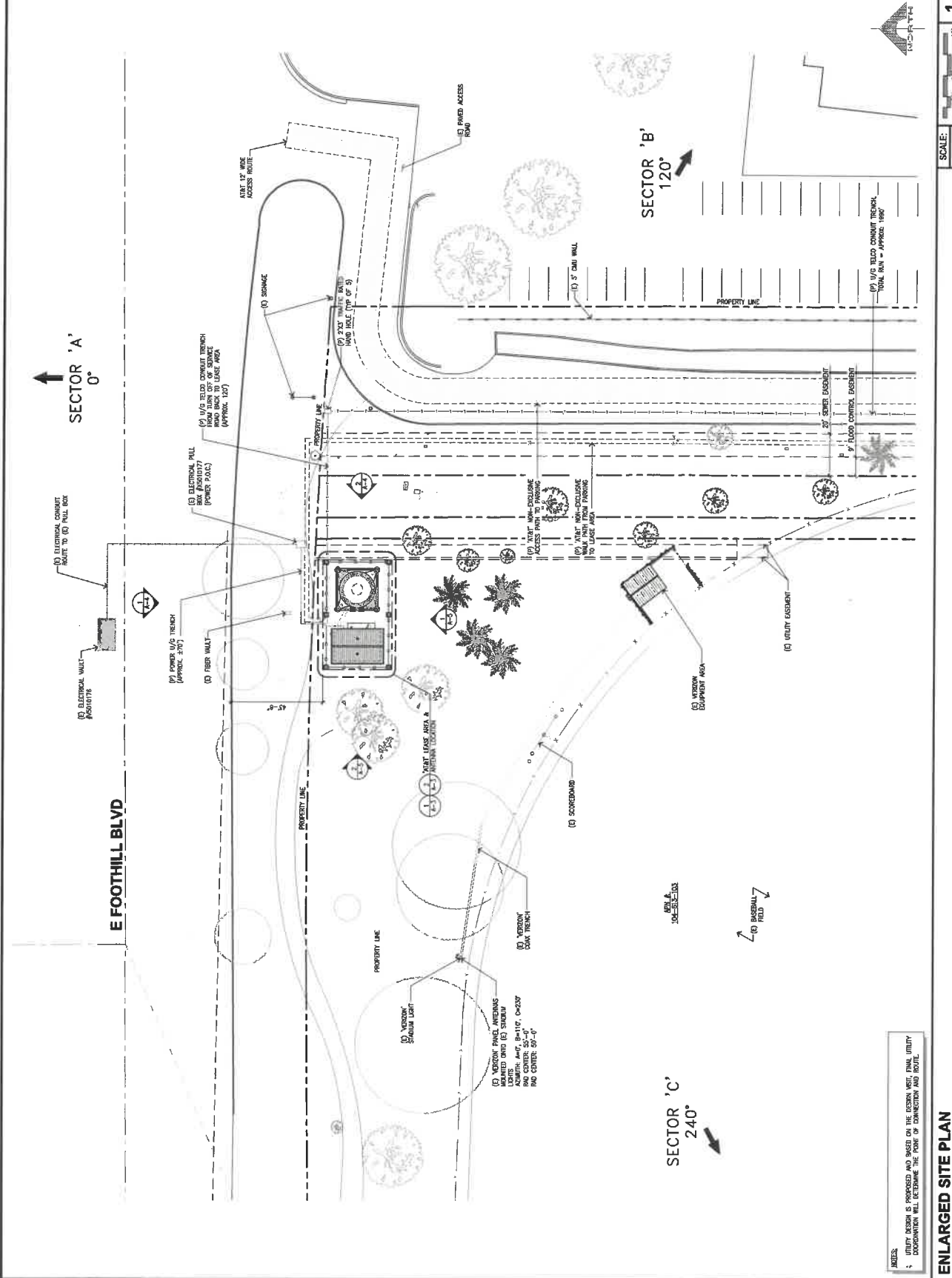
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100	04/01/22	ISSUE

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OF A LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

DRAWN BY: EMS	CHECKED BY: JS
------------------	-------------------

SHEET NUMBER:

SCALE:	1
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1455 EMBASSY AVE  
TUSTIN, CALIFORNIA 92780

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3309 IRVINE AVENUE, SUITE 300  
NEWPORT BEACH, CA 92660  
TEL: (949) 357-1275  
FAX: (949) 357-1272



4001 E. MARIANA AVE. SUITE C  
ANNHEIM, CALIFORNIA 92807

NO.	DATE	DESCRIPTION
1	06/15/2012	REVISED PER CITY OF UPLAND
2	06/15/2012	REVISED PER UPLAND W.C.
3	06/15/2012	REVISED PER UPLAND W.C.
4	06/15/2012	REVISED PER UPLAND W.C.
5	06/15/2012	REVISED PER UPLAND W.C.
6	06/15/2012	REVISED PER UPLAND W.C.
7	06/15/2012	REVISED PER UPLAND W.C.
8	06/15/2012	REVISED PER UPLAND W.C.
9	06/15/2012	REVISED PER UPLAND W.C.
10	06/15/2012	REVISED PER UPLAND W.C.

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FOR CONSTRUCTION

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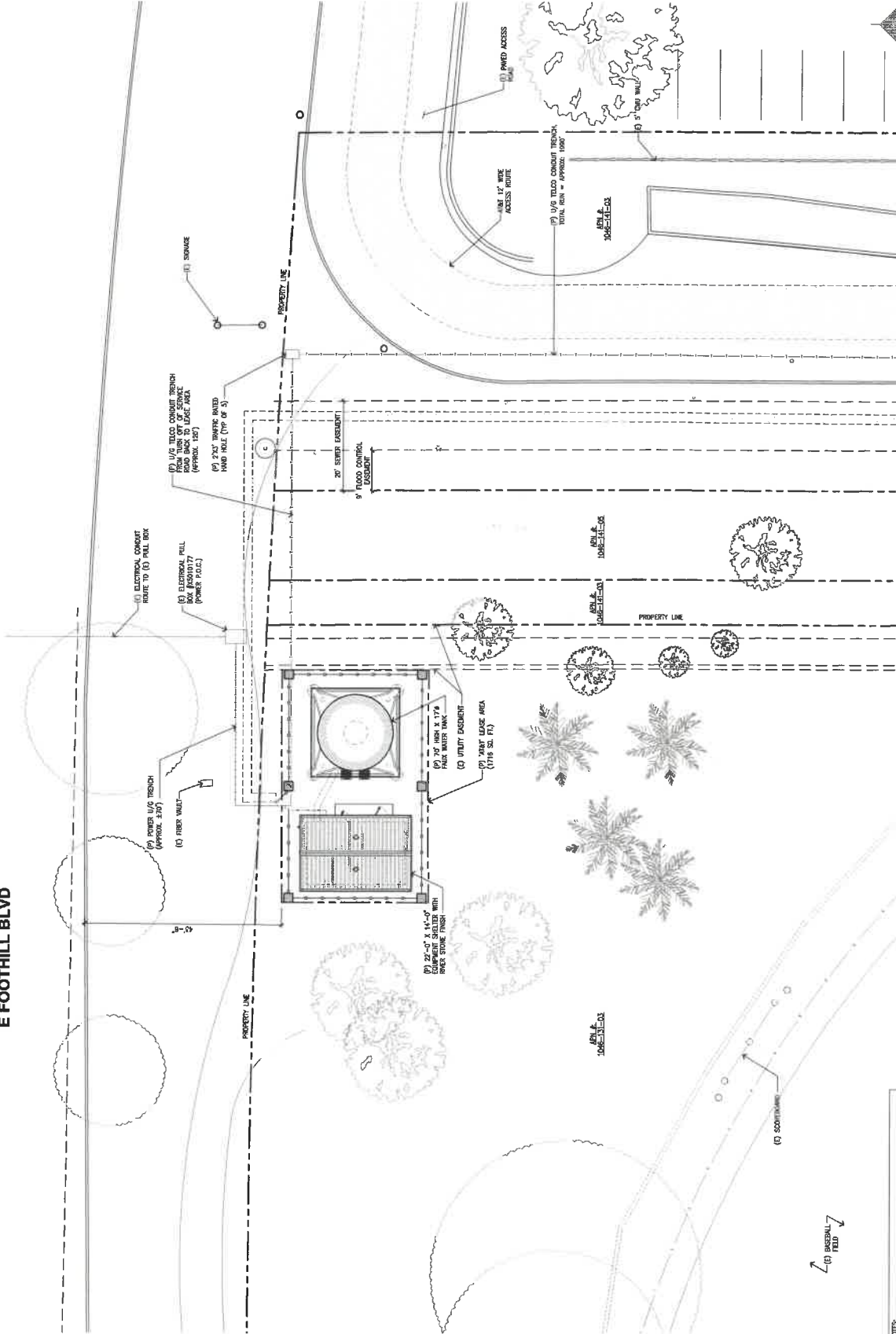
CLU55599  
UPLAND MEMORIAL PARK  
1290 E. FOOTHILL BLVD.  
UPLAND, CA 91786  
WATER TANK (INDOOR)

DRAWN BY: DIS  
CHECKED BY: JS

SHEET TITLE:  
ENLARGED LEASE AREA PLAN

SHEET NUMBER:  
A-2.1

E FOOTHILL BLVD



NOTES:  
1. UTILITY DESIGN IS PROPOSED AND BASED ON THE DESIGN VISIT. FINAL UTILITY COORDINATION WILL DETERMINE THE POINT OF CONNECTION AND ROUTE.

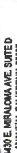
ENLARGED LEASE AREA PLAN

SCALE:  
1"=10'-0"

1



3300 IRVINE AVENUE, SUITE 300,  
NEWPORT BEACH, CA 92660  
TEL: (949) 387-1265  
FAX: (949) 387-1275



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FOR CONSTRUCTION**

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OF A LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

**CLU5599**  
**UPLAND MEMORIAL PARK**  
**1290 E. FOOTHILL BLVD.**  
**UPLAND, CA 91786**  
**WATER TANK (INDOOR)**

DRAWN BY:	CHECKED BY:
EMS	JS

**SHEET TITLE:**  
**LEASE AREA/ANTENNA PLAN  
AND ANTENNA/RRU SCHEDULE**

SHEET NUMBER:  
**A-3**



## ANTENNA PLAN

SECTOR	PROPOSED TECHNOLOGY	PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS				
		SITE		ANTENNA ADMIN	RAD. COORD	TRANSMISSION LINES LENGTH (ft +/-)
		AM/FM/PA-PORT	SIZE (X1, X2)			
A1	LTE	NON-COVERED AREA	8'	0	61'-3"	1/2-180'
A2	LTE	COVERAGE A9410 B770 A9410 B770	8' 2'-4" 2'-4"	0	63'-3" 60'-3"	1/2-160'
B1	LTE	COVERAGE A9410 B770 A9410 B770	8' 2'-4" 2'-4"	8'	81'-3"	1/2-160'
B2	LTE	COVERAGE A9410 B770 A9410 B770	2'-4" 2'-4" 2'-4"	130'	137'-3"	1/2-160'
C1	LTE	COVERAGE A9410 B770 A9410 B770	8' 2'-4" 2'-4"	120'	107'-3"	1/2-160'
C2	LTE	COVERAGE A9410 B770 A9410 B770	8' 2'-4" 2'-4"	240'	61'-3"	1/2-160'
C3	LTE	COVERAGE A9410 B770 A9410 B770	8' 2'-4" 2'-4"	240'	83'-3"	1/2-160'
C4	LTE	COVERAGE A9410 B770 A9410 B770	8' 2'-4" 2'-4"	240'	61'-3"	1/2-160'

SECTION	FNU UP OR DOWN	ROW COUNT	RELATIVE ROW NUMS (ROWS)		ROW LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES	
			MEASURE	BELOW		BELOW	SIZES
A1	UP	4		<15'	10"	8"	8"
A2	UP	4		<15'	10"	8"	8"
A3	UP	4		<15'	10"	8"	8"
B1	UP	4		<15'	10"	8"	8"
B2	UP	4		<15'	10"	8"	8"
B3	UP	4		<15'	10"	8"	8"
C1	UP	4		<15'	10"	8"	8"
C2	UP	4		<15'	10"	8"	8"
C3	UP	4		<15'	10"	8"	8"

## ANTENNA AND RRU SCHEDULE

## LEASE AREA PLAN

SCALE:	1
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THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PRELIMINARY & CONFIDENTIAL. TO AVOID UNLESS ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO ACRY WELLES IS STRICTLY PROHIBITED



3300 IRVINE AVENUE, SUITE 300,  
NEWPORT BEACH, CA 92660  
TEL: (949) 367-1266  
FAX: (949) 367-1276



4400 E. MERRILL AVE. SUITE D  
ANAHEIM, CALIFORNIA 92807

[illegible]

**NOT TO BE USED  
FOR CONSTRUCTION**

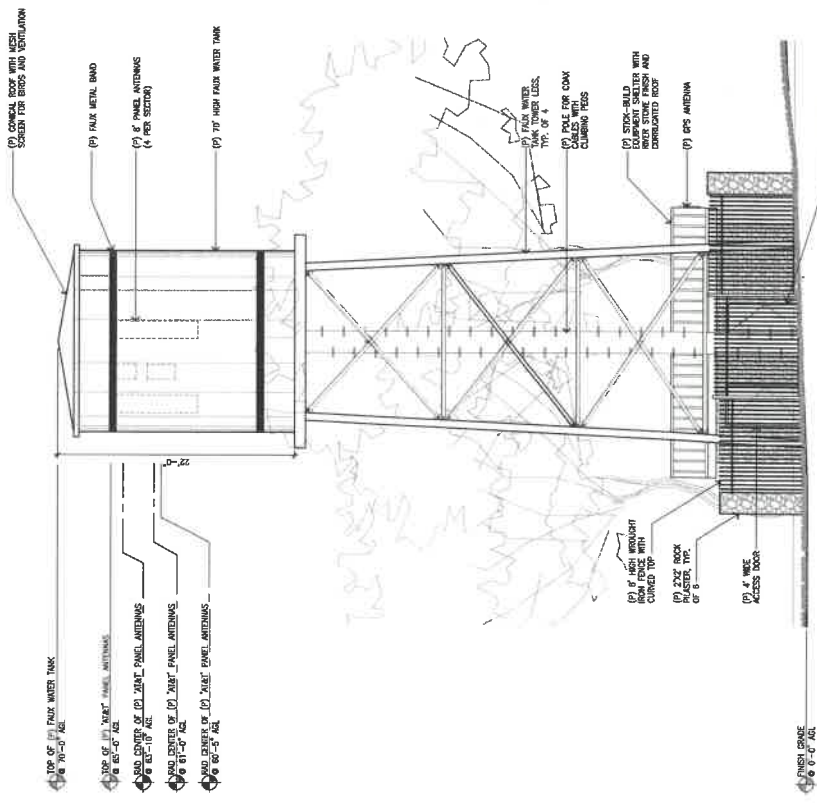
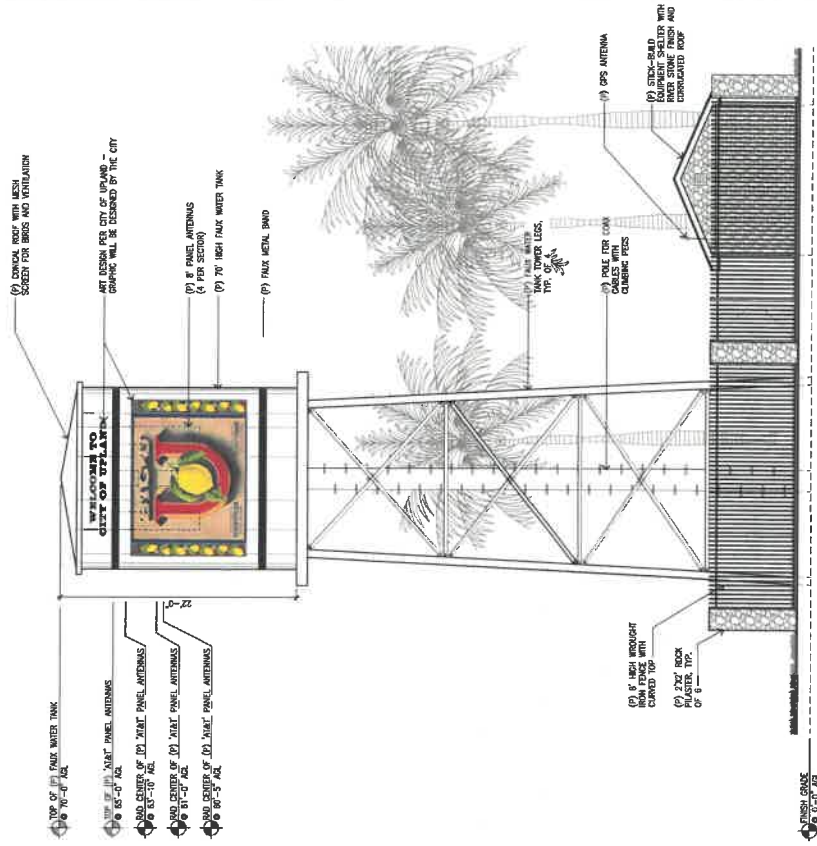
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CLU5599  
UPLAND MEMORIAL PARK  
1290 E. FOOTHILL BLVD.  
UPLAND, CA 91786  
WATER TANK (INDOOR)

DRAWN BY: EMS	CHECKED BY: JS
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**SHEET TITLE:**  
**ELEVATIONS**

SHEET NUMBER: **A4**



EAST ELEVATION	2	NORTH ELEVATION	1
	SCALE: 3/16"=1'-0"		SCALE: 3/16"=1'-0"



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY & CONFIDENTIAL TO ADAPT WIRELESS. ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO ADAPT WIRELESS IS STRICTLY PROHIBITED.



3000 IRVINE AVENUE, SUITE 300,  
NEWPORT BEACH, CA 92660  
TEL: (949) 387-1265  
FAX: (949) 387-1275



4430 E. MIRALOMA AVE SUITE D  
ANAHEIM, CALIFORNIA 92807

2	06/26/22	RECEIVED PER CITY OF UPLAND
1	06/19/22	RECEIVED #1 SMALLER B3.
	06/17/22	USE ZONING ORDINANCES
-	06/11/22	FOR B3 - REQUEST PER U.
-	06/11/22	USE ZONING ORDINANCES
3	02/16/23	FOR B3 PER LOCATION #10

**NOT TO BE USED  
FOR CONSTRUCTION**

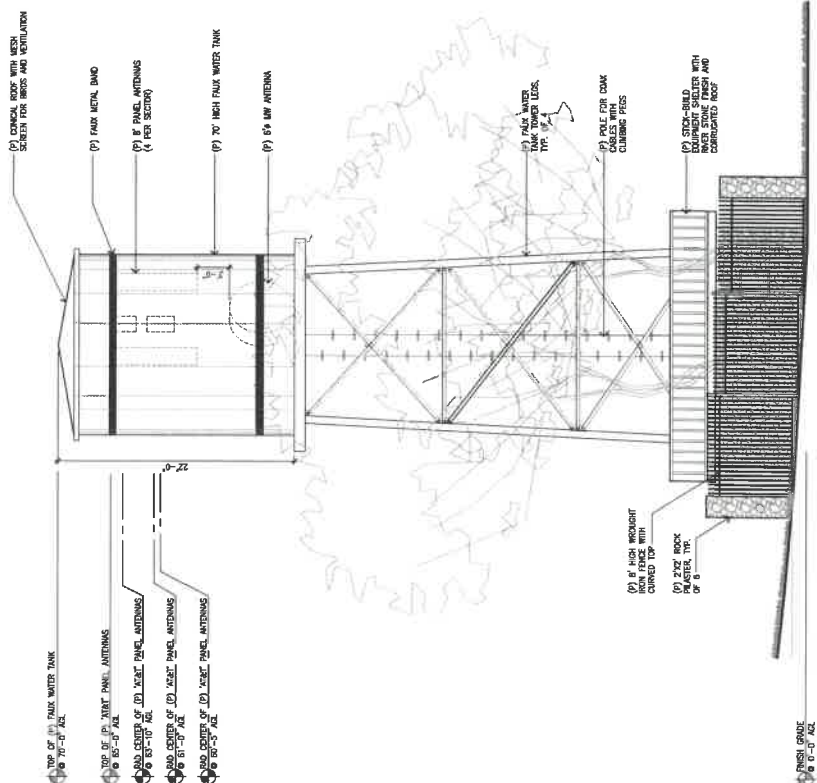
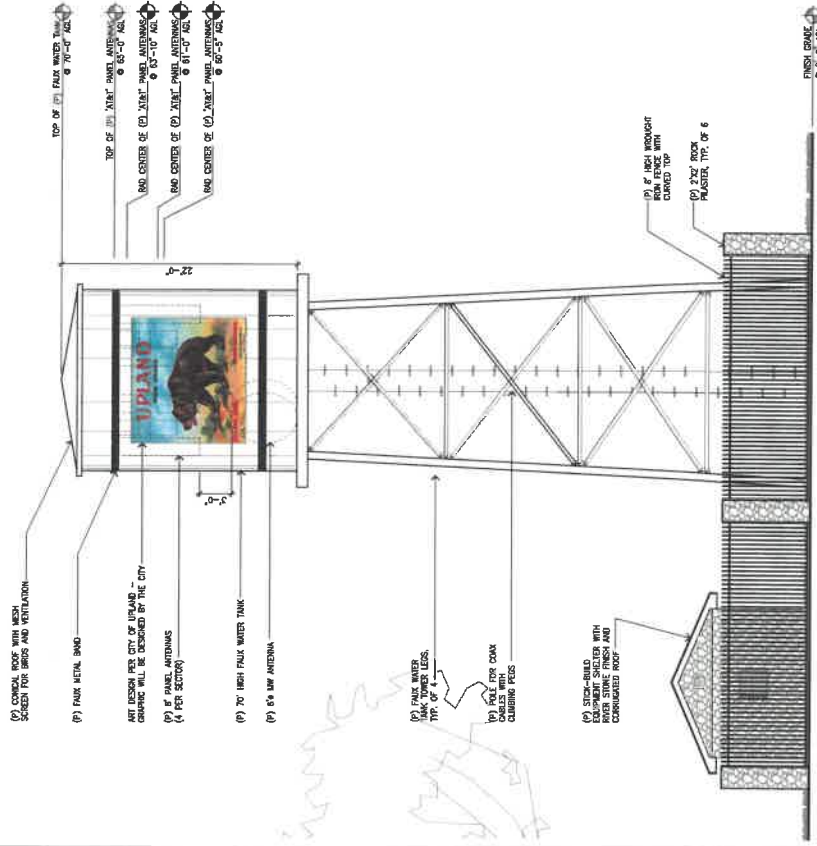
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENCED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CLU5599  
UPLAND MEMORIAL PARK  
1290 E. FOOTHILL BLVD.  
UPLAND, CA 91786  
WATER TANK (INDOOR)

DRAWN BY: EAS	CHECKED BY: JS
------------------	-------------------

**SHEET TITLE:**  
**ELEVATIONS**

SHEET NUMBER: A-5



**WEST ELEVATION**

## SOUTH ELEVATION

SCALE:	3/16"=1'-0"
1	

**EXHIBIT "D"**

**FORM OF MEMORANDUM OF LEASE**

(Attached.)



RECORDING REQUESTED BY; AND  
WHEN RECORDED RETURN TO:

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: City Clerk

APN: 1046-131-03, 1046-141-03, 05

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[Space Above For Recorder's Use Only]

The undersigned declares that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

### **MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is dated as of \_\_\_\_\_, 2022, and is executed by the CITY OF UPLAND, a California municipal corporation ("**City**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("**Tenant**").

### **RECITALS**

A. Tenant and City have entered into that certain "Ground Lease for Installation and Use of Communications Tower and Supporting Equipment" dated \_\_\_\_\_, 2022 (the "**Lease**"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City, portions (the "**Premises**") of the real property located in Memorial Park at 1290 E. Foothill Blvd., in the City of Upland, County of San Bernardino, State of California, that are more particularly described in the Lease.

B. Tenant and City now desire to enter into this Memorandum to provide record notice of the Lease.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Lease. City hereby leases and demises the Premises to Tenant, and Tenant hereby leases and accepts the Premises from City, for an initial term of five (5) years (with four (4) five (5) year automatic extension unless Tenant notifies City in writing of Tenant's intention not to extend the Lease at least 60 days prior to then-scheduled expiration (in case extension shall not occur and the Lease shall expire) at the rental and upon the other terms and conditions set forth in the Lease, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Lease as of the date first written above.

**CITY:**

CITY OF UPLAND, a California municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_